97-195665 T#003
04-17-97 12:45PM
$ 11295.20
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
B. JACK OSTERHOLT
COUNTY ADMIN.

~~After recording, return to:~~
Dillard Department Stores, Inc.
1600 Cantrell Road
Little Rock, Arkansas 72201
Attn: James W. Cherry, Jr.

SPECIAL WARRANTY DEED

This Special Warranty Deed made effective April 14, 1997 and executed on the 10th day of April, 1997 by Mervyn's, a California corporation, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Dillard Department Stores, Inc., a Delaware corporation, herein referred to as "Grantee", whose tax mailing address is: 1600 Cantrell Road, Little Rock, Arkansas 72201, the real property described on attached Exhibit "A".

This conveyance, however, is made and accepted subject to the validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by Exhibit B attached hereto.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

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IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers, thereunto duly organized the day and year first above written.

WITNESSES:

William P. Hise

Robert L. Nys

MERVYN'S

Michael J. Wahlig
Vice President
777 Nicollet Mall
Minneapolis, Minnesota 55402

Return to
CHICAGO TITLE INSURANCE COMPANY
390 N. ORANGE AVE., SUITE 150
ORLANDO, FLORIDA 32801

WILL CALL 30960 05929 JS
CHICAGO TITLE INSURANCE CO.
2701 GATEWAY DRIVE
POMPANO BEACH, FLORIDA 33069

257

(5)

[redacted]

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of April, 1997 by Michael J. Wahlig, as Vice President of Mervyn's, on behalf of the corporation. He is personally known to me.

Notary Public, State of Minnesota

My Commission Expires:

ROSALIND M. ZAVADA
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 31, 2000

Drafted by:
William P. Hise
Dayton Hudson Corporation
777 Nicollet Mall
Minneapolis, MN 55402

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M-257
Pompano Fashion Square
Pompano Beach, FL

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Commencing at the intersection of the North line of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 48 South, Range 43 East, and the West right-of-way line of U.S. Highway No. 1 according to the Florida State Road Department Right-of-Way Map for Road (4) 5 (U.S. No. 1), Sheet 3, State Section 8602, revised through May 8, 1951; thence due South (on an assumed bearing) along the said West right-of-way line 1223.06 feet to the Point of Beginning; thence continue along the last described course 480.57 feet; thence South 81 degrees 37 minutes 00 seconds West 590.29 feet; thence North 55 degrees 45 minutes 58 seconds West 380.43 feet; thence due North 343.61 feet; thence due East 148.51 feet; thence due South 33.00 feet; thence due East 319.00 feet; thence due North 42.00 feet; thence due East 431.00 feet to the Point of Beginning.

EXCEPT THAT PORTION AS FOLLOWS:

A portion of the Northwest 1/4 of Section 30, Township 48 South, Range 43 East, Broward County, Florida, lying Westerly of State Road 5, being more particularly described as follows: Commence at the Northwest corner of said Section 30; running thence North 88 degrees 34 minutes 05 seconds East along the North line of said Section 30 for a distance of 1067.71 feet to a point of intersection with the Base Line for State Road 5 as shown on the State Department of Transportation Right of Way Map for State Road 5, Project Section 86020-2525, Broward County, Florida, said Base Line being 33.00 feet Easterly and parallel with the existing Westerly Right of Way line of the 120.00 foot wide Right of Way for State Road 5, said point of intersection being Base Line Station 1115 + 18.49; running thence South 06 degrees 49 minutes 35 seconds West along said Base Line for a distance of 2036.49 feet to Base Line Station 1094 + 82.00; running thence North 83 degrees 10 minutes 25 seconds West for a distance of 33.00 feet to a point on said Westerly Right of Way line of State Road 5 and the Point of Beginning of the herein described parcel; running thence South 10 degrees 38 minutes 26 seconds West for a distance of 150.33 feet to a point on a line 10.00 feet Westerly of and parallel with said Westerly Right of Way line of State Road 5; running thence South 06 degrees 49 minutes 35 seconds West along a line 10.00 feet Westerly of and parallel with said Westerly Right of Way line State Road 5 for a distance of 144.00 feet; running thence South 83 degrees 10 minutes 25 seconds East for a distance of 10.00 feet to a point on the said Westerly Right of Way line of State Road 5; running thence North 06 degrees 49 minutes 35 seconds East along said Westerly Right of Way line of State Road 5 for a distance of 294.00 feet to the Point of Beginning.

PARCEL 2:

Easement(s) for the benefit of Parcel 1 as created by Development and Operating Agreement dated November 7, 1967 by and among Leonard L. Farber Company, Inc., Sears, Roebuck and Company, Federated Department Stores, Inc., J.C. Penney Company, Alstores Realty Corporation, and Jordan Marsh Company, a Notice to Public of Development and Operating Agreement filed May 8, 1968 in Official Records Book 3659, page 1, Re-Affirmation of Operating Agreement filed May 8, 1968 in Official Records Book 3659, page 29, as amended in Official Records Book 3742, page 93 and Official Records Book 4008, page 393, having been assigned by Assignment and Assumption of Operating Agreement dated as of September 20, 1991 between BFC Real Estate Company and Mervyn's, recorded September 25, 1991 in Book 18771, Page 1, in the Broward County Florida Records, for the purposes described in said easements, over, under and across the lands described in said easements. Subject to the terms, provisions and conditions contained in said instruments.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 1997 and subsequent years.

2. Restrictions contained in Deed of Release from the United States of America to the City of Pompano Beach filed March 9, 1967 in Official Records Book 3387, page 175, Public Records of Broward County, Florida, re-recorded May 8, 1968, in Official Records Book 3658, page 936, Public Records of Broward County, Florida, as noted on the Boundary Survey dated July 24, 1991, last revised August 26, 1991, prepared by Williams, Hatfield & Stoner, Inc.

3. Terms, provisions and restrictions contained in Quit Claim Deed from Leonard L. Farber Company, Inc., to Alstores Realty Corporation dated May 8, 1968, in Official Records Book 3658, page 974, Public Records of Broward County, Florida, as shown on the Boundary Survey dated July 24, 1991, last revised August 26, 1991, prepared by Williams, Hatfield & Stoner, Inc.

4. Terms, conditions, easements, rights and restrictions contained in Development and Operating Agreement dated November 7, 1967 by and among Leonard L. Farber Company, Inc., Sears, Roebuck & Co., Federated Department Stores, Inc., J.C. Penney Company, Alstores Realty Corporation, and Jordan Marsh Company; Notice to Public of Development and Operating Agreement filed May 8, 1968 in Official Records Book 3659, page 1, Re-Affirmation of Operating Agreement filed May 8, 1968 in Official Records Book 3659, page 29, as amended by First Amendment filed September 6, 1968 in Official Records Book 3742, page 93; Second Amendment filed August 25, 1969, in Official Records Book 4008, page 393; together with Confirmatory Agreement filed May 15, 1970, in Official Records Book 4211, page 564 and Assignment and Assumption of Operating Agreement filed September 25, 1991, in Official Records Book 18771, page 1, all of the Public Records of Broward County, Florida.

5. Easement granted to Florida Power & Light Company, dated February 7, 1969, filed May 8, 1969 in Official Records Book 3925, at Page 695, as modified by Subordination of Utility Interests filed August 30, 1993, in Official Records Book 21049, page 165, Public Records of Broward County, Florida, as shown on the Boundary Survey dated July 24, 1991, last revised August 26, 1991, prepared by Williams, Hatfield & Stoner, Inc.

6. Easement Agreement by and between Leonard L. Farber Company, Inc., Sears, Roebuck and Company, Federated Department Stores, Inc., J.C. Penney Company, Alstores Realty Corporation, and Jordan Marsh Company and City of Pompano Beach dated August 15, 1969 filed June 29, 1970, in Official Records book 4243,

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page 266, Public Records of Broward County, Florida, as shown on the Boundary Survey dated July 24, 1991, last revised August 26, 1991, prepared by Williams, Hatfield and Stoner, Inc.

7. Drainage Easement granted to the State of Florida dated September 10, 1979 filed September 27, 1979, in Official Record Book 8468, page 245, Public Records of Broward County, Florida, as shown on the Boundary Survey dated July 24, 1991, last revised August 26, 1991, prepared by Williams, Hatfield & Stoner, Inc.

8. Easement (Lighting) granted to the State of Florida Department of Transportation filed January 13, 1994, in Official Records Book 21636, page 113, Public Records of Broward County, Florida.